

Executed Access Agreement between
Solvay and Matteo & Sons



Integral Consulting Inc.
923 Haddonfield Road
Suite 300
Cherry Hill, NJ 08002

telephone: 856.324.8248
www.integral-corp.com

July 24, 2019

Project No. C1165-2101

James Matteo & Sons, Inc.
1692 Crown Point Road
Thorofare, NJ 08086
sent via USPS Certified Mail, Return Receipt Requested

**RE: Request for Access at
1692 Crown Point Road
West Deptford Township, Gloucester County
Block #128, Lot #2
(the "Property")**

**For: Solvay Specialty Polymers USA, LLC Site
10 Leonard Lane
West Deptford Township, Gloucester County
NJDEP Program Interest (PI) #: 015010
(the "Solvay Site")**

Dear Property Manager:

Integral Consulting Inc. (Integral) on behalf of Solvay Specialty Polymers USA, LLC (Solvay) is submitting the enclosed Right of Access Agreement (Agreement) for your review and consideration for the Property identified as Block No. 128, Lot No. 2 on the tax map on file in Gloucester County, New Jersey for West Deptford Township (Figure 1). The Agreement includes access to the property for the installation and subsequent sampling of monitoring wells as part of an ongoing groundwater investigation and remediation associated with the Solvay site. The groundwater investigation is being conducted in cooperation with the New Jersey Department of Environmental Protection (NJDEP) and under the direction of a Licensed Site Remediation Professional (LSRP) in accordance with the Site Remediation Reform Act (SRRA) and N.J.A.C. 7:26E – Technical Requirements for Site Remediation (Tech Regs.). During the investigation, elevated levels of certain per- and polyfluoroalkyl substances ("PFAS") – specifically, perfluorononanoic acid ("PFNA") and perfluorooctanoic acid ("PFOA") – were detected in the ground water at the Solvay Site and in a groundwater plume moving off site. Solvay is undertaking continued investigation and remediation activities under applicable New Jersey environmental laws in connection with PFNA and PFOA determined to be connected to this plume.

James Matteo & Sons, Inc.

July 24, 2019

Page 2

In furtherance of these activities, Integral will soon be collecting water samples from nearby properties to determine whether they have been impacted by groundwater contamination from the Solvay Site, or from other sources of PFAS. As we understand that you have existing wells (including, without limitation, production or monitoring wells) at the above-referenced Property, we require access to evaluate and sample them as part of this investigation, as set forth in Appendix A to the enclosed Agreement. However, if you are not willing to provide access to existing wells at the above-referenced Property, we nevertheless will require access to the Property to install monitoring wells and collect samples from them. Additional well sampling may be needed depending on the results of this round of testing. The well sampling (and well installation and closure activities, if necessary) will be conducted at no cost to you and a summary of the analytical results will be provided to you.

If testing of wells on the Property reveals elevated levels of PFAS contaminants that are not related to the Solvay Site, this information will be provided to the New Jersey Department of Environmental Protection's (NJDEP) Communication Center for possible future investigation. Please note that pursuant to New Jersey's Open Public Records Act, all well sampling results provided to NJDEP during this investigation become part of the public record for the Solvay Site. NJDEP is obligated to make this information available to any interested party that requests access to it through its Office of Record Access.

It is important that we obtain access to your property for the required environmental investigation. As such, **please respond in writing to this request for access within 30 days after your receipt of this request.**

For more information about providing access to your property, please visit NJDEP's website: <http://www.state.nj.us/dep/srp/community/access.html> If you have any further questions please do not hesitate to contact me at (856)-324-8248. In addition, representatives of Integral and Solvay would be happy to schedule a site visit to discuss the activities proposed in the attached Agreement. Thank you very much for your consideration in this matter.

Sincerely,



Erin Palko

Senior Consultant/Project Manager

Enclosures – Right of Access Agreement and attachments thereto

integral
consulting inc.

RIGHT-OF-ACCESS AGREEMENT

LICENSE FOR ACCESS TO CONDUCT ENVIRONMENTAL ACTIVITIES

This License Agreement ("Agreement") is hereby entered between James Matteo & Sons, Inc. (hereinafter, "Grantor") having an address at 1692 Crown Point Road, Thorofare, NJ 08066, and Solvay Specialty Polymers USA, LLC (hereinafter "Grantee"), having an address at 10 Leonard Lane, West Deptford, NJ 08086, such location of the Grantee being referred to herein as the "Site."

RECITALS

A. Grantor is the owner in fee of a parcel of land located at 1692 Crown Point Road, West Deptford Township, Gloucester County, New Jersey, consisting of Block No. 128, Lot No. 2 on the tax map on file in Gloucester County, New Jersey for West Deptford Township (hereinafter the "Property").

B. Pursuant to N.J.S.A. 58:10B-16 and N.J.A.C. 7:26C-8.1 through -8.2, Grantee requires access to the Property for Grantee's agents, employees, contractors, sub-contractors, consultants, representatives, and invitees in order to perform soil and/or groundwater investigation work at the Property, in connection with remediation activities relating to the Site, as set forth in Exhibit A attached hereto. ("Environmental Activities").

C. Grantor desires to grant such access as may be necessary to complete the Environmental Activities.

NOW, THEREFORE, the parties hereto, intending to be legally bound, for and in consideration of the recitals and mutual promises herein contained, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Rights Granted. Grantor hereby grants to the Grantee, its agents, employees, contractors, sub-contractors, consultants, representatives, and invitees (collectively, the "Grantee Parties") a non-exclusive license to enter upon and use the Property in order to perform the Environmental Activities. This Agreement is subject to the terms and conditions set forth herein.

2. License.

a. The Environmental Activities performed shall conform to the parameters described in Schedule A attached hereto. The Grantee Parties shall conduct all Environmental Activities (i) so as to not unreasonably interfere with the Grantor's use of the Property, and (ii) in a good and workmanlike manner. The Grantee Parties shall minimize, to the extent practicable, the area of the Property used for the purposes of the Environmental Activities.

b. The Grantee Parties' access to the Property shall be limited to the hours between 8 AM and 5 PM Monday through Friday, unless the Grantor consents in writing with respect to a specific Environmental Activity or in the event of an emergency. Access of vehicle(s) by the Grantee Parties shall be via use of an access road, paths, or tracks that currently exist on the Property.

c. Upon the completion of the Environmental Activities, the Grantee Parties shall within fifteen (15) days of the date of completion restore the Property to the condition in which the Property existed immediately before such Environmental Activities, (or if not practicable, to a condition as near as possible to the condition in which the Property existed immediately before such Environmental Activities), except for conditions that are intended to be permanently changed by the Environmental Activities as may be described in Schedule A hereto. Grantee shall be responsible at its own cost and expense to abandon and seal all wells installed by the Grantee Parties pursuant to New Jersey Environmental Statutes and corresponding regulations.

All monitoring wells shall be completed with either a flush mount cover or stick up protective outer casing, depending on conditions encountered. All wells will be secured with a lock.

d. Any drill cuttings, excavated sediment, dewatering decant water, equipment or other decontamination water, excavated soil, extracted groundwater, waste, samples or other materials generated by the Environmental Activities are referred to herein as the "Wastes." Any equipment and vehicles used for purposes of the Environmental Activities are referred to herein as "Equipment." Grantee shall be responsible, at its sole cost, for the proper management, and timely characterization, storage, labeling, manifesting, transport and disposal of the Wastes. All waste manifests shall designate Grantee as the sole generator. The Grantee Parties shall remove the Wastes at the conclusion of all drilling activity. All waste containers will be securely closed except when being emptied or filled. Grantor disclaims any and all responsibility for the Grantee Parties' compliance with applicable environmental, health, safety or other regulations pertaining to the handling or transportation of the Wastes or Equipment. The Grantee Parties shall be solely responsible for compliance with all laws and regulations pertaining to the Grantee's Environmental Activities conducted upon the Property under this Right of Access Agreement.

e. Grantee shall be solely responsible for obtaining all governmental permits, consents and approvals, and to comply with notification and public outreach rules for the Environmental Activities. Grantor shall cooperate with the Grantee Parties' reasonable requests in obtaining all such permits, consents and approvals, and Grantor shall promptly execute any reasonable documents prepared by the Grantee Parties to obtain such permits, consents and approvals. Grantor shall not be required to sign any waste disposal manifests.

f. The Grantor shall have the right, at their sole cost and expense, to have their employees, agents, members, consultants, contractors, attorneys, engineers or other

representatives (collectively, the "Grantor's Representatives") present at all times during the Environmental Activities conducted at the Property, and shall have the right, at the Grantor's sole cost and expense, to receive from the Grantee Parties split samples of all samples at Grantor's Representatives request, for analysis of the same analytes and parameters as Grantee's, which employ EPA Method 537 for perfluorinated compounds. Samples obtained by the Grantor will be analyzed at a laboratory certified by the New Jersey Department of Environmental Protection ("NJDEP") and results provided to Grantee within one week of receipt by the Grantor or Grantor's Representatives.

g. It shall be the responsibility of the Grantee Parties to delineate all utilities prior to drilling. Utilities shall include but shall be not limited to private sewer, water, electric, telephone, cable and gas lines. Grantee shall be responsible at its own cost and expense to repair any utility lines that were compromised in connection with the Environmental Activities and to ensure that overhead lines are not compromised. Upon Grantee's request, Grantor shall provide all information in its possession or control concerning utilities on the property, prior to the Grantee Parties' access.

h. Grantor is not responsible for equipment security, damage or loss unless due to negligent or willful acts of Grantor or Grantor's Representatives.

3. Notice. Grantee, or its consultants, will notify Grantor in writing at least five (5) days prior to any activities at the Property. Any waiver by Grantor of the five (5) days' notice provision for an activity shall not act as a waiver of the continuing requirement for the five (5) day notice for other activities.

4. Reports. Grantee shall, at its sole cost and expense, provide Grantor the results of the sampling and analysis at the same time these data are submitted to the NJDEP.

5. Compensation. Grantor shall be compensated by Grantee by way of a one-time payment by Grantee to Grantor in the sum of One Thousand (\$1,000.00) Dollars for entry onto the Property to complete the Environmental Activities.

6. Indemnification.

a. Grantee agrees to indemnify, defend and hold harmless Grantor, and its employees, agents, consultants, contractors, attorneys, engineers, (collectively the "Grantor's Parties") from and against any and all claims, costs, penalties, liabilities, injuries, damages or expenses (including but not limited to reasonable counsel fees) (collectively "Indemnified Claims") caused by the negligent or intentional acts or omissions of Grantee, its agents, employees or contractors, in the conduct of the Environmental Activities on the Property, excepting only such claims, costs, penalties, liabilities, injuries or expenses to the extent caused by the negligent or intentional acts or omissions of Grantor or Grantor's Parties; provided that Grantor provides prompt written notice of any such Indemnified Claim, Grantor cooperates with Grantee in the defense or settlement of any such Indemnified Claim, and Grantee has sole authority to defend or settle any such Indemnified Claim.

b. This indemnification provision shall survive this Agreement.

7. Insurance. Grantee shall procure and maintain in effect during the term of this Agreement:

a. Statutorily-required Worker's Compensation coverage;

b. Comprehensive General Liability Coverage (including automobile) for losses and consequential damages with limits of not less than \$1,000,000 for damage to property resulting from any one accident or occurrence;

c. Contractual Liability insurance with the appropriate endorsements listing Grantor as an additional insured;

d. Grantee shall require that its consultants, contractors and subcontractors shall also maintain the same limits of insurance under the same terms as in the preceding sections; and

e. This insurance provision shall survive this Agreement.

8. Health and Safety. Grantee will provide to Grantors those sections of the existing Health & Safety Plan ("HASP") which cover the Grantee Parties' activities on the Property. Grantee will be responsible to institute such safety procedures as are reasonably required to protect Grantors' invitees and Grantor's Representatives, and Grantor's invitees and Grantor's Representatives shall comply with all applicable provisions of the HASP.

9. Notices. Notices given pursuant to this Agreement, including but not limited to compliance with any portion of this Agreement where a time period is indicated, shall be directed to the following persons:

If to Grantor, to: **[name, title, and contact information]**

If to Grantee to: Solvay Specialty Polymers USA, LLC
Attn: Mr. Mitchell Gertz
10 Leonard Lane
West Deptford, NJ 08086
Mitchell.gertz@solvay.com

With a required copy to its attorneys:

Christopher M. Roe, Esquire
Adam H. Cutler, Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
Post Office Box 673
Exton, PA 19341-0673
croe@foxrothschild.com
acutler@foxrothschild.com

10. Compliance with Laws. All work undertaken by the Grantee Parties under this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and ordinances. Grantee shall obtain all necessary permits and approvals, and give all necessary notices and reports that may be required by law.
11. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the Environmental Activities, superseding any prior oral or written agreements regarding the Environmental Activities, and can be modified only by a written agreement signed by authorized representatives of each party hereto and shall be interpreted and construed in accordance with the laws of the State of New Jersey. Any disputes arising out of this Agreement will be subject solely to the jurisdiction of the courts of the State of New Jersey.
12. Binding Agreement. This Agreement shall be binding on the parties, their assignees and their successors in interest.
13. Term. This Agreement shall remain in full force and effect until such time the New Jersey Department of Environmental Protection has advised Grantee's activities on the Property are complete, or the Grantee's Licensed Site Remediation Professional has advised Grantee's activities on the Property are complete, or the Grantor may terminate the Agreement on sixty (60) days' written notice to Grantee, subject to potential judicial reinstatement or order as provided for under N.J.S.A. 58:10B-16. This Agreement shall be effective as of the execution date by Grantor.
14. Release. Nothing in this Agreement shall constitute a release of any rights and obligations either party may have against the other party except as specifically provided in this Agreement.

15. Controlling Agreement. All parties agree that if any inconsistencies arise between the Agreement and/or the HASP, this Agreement will govern each party's obligations, including, but not limited to, notice requirements.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same Access Agreement. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

Accepted and Agreed to on this 30 day of July, 2019 by:

FOR GRANTOR JAMES MATTEO & SONS, INC.

By: [Signature]
Name: JAMES MATTEO

FOR SOLVAY SPECIALTY POLYMERS USA, LLC

By: [Signature] For Charles Jones
Name: MITCHELL GERTZ - CHARLES JONES
Title: Site Manager

APPENDIX A

DESCRIPTION OF PROPOSED ENVIRONMENTAL ACTIVITIES

It is Grantee's understanding that monitoring wells are present on the Property as part of ongoing NJDEP and/or USEPA investigation and/or compliance monitoring. Grantee seeks to minimize any disruption to Grantor that would accompany the installation and monitoring at the Property of up to five pairs of ground water monitoring wells with pairs screened in the water table aquifer (anticipated to be between 15 and 25 feet below ground surface) and Upper Potomac Raritan Magothy (UPRM) aquifer (at anticipated depth between 50 and 100 feet below ground surface). As such, Grantee requests access to sample existing site monitoring wells located on the Property. Sampling will be conducted in accordance with NJDEP Field Sampling procedures (August 2005) and the project specific Quality Assurance Project Plan for the Solvay site. Samples will be submitted to a certified analytical laboratory for per- and poly fluorinated substances (PFAS) and general chemistry. The specific monitoring wells for the Property will be selected to provide a cross section of information. It is anticipated that representative wells from the UPRM and water table zone aquifer including: MW-18S/D, MW-11S/D, MW-17S/D, MW-15S/D, MW-16S/D, MW-25D, MW-07/D, MW-14S/D, MW-13S/D, MW-21S/D, and MW-20D, will be sampled. The final locations will be selected based on discussions with the Grantor or its representatives to not only meet Grantee's project objectives but to also meet facility health and safety requirements and ensure limited disruption of overall site operations.

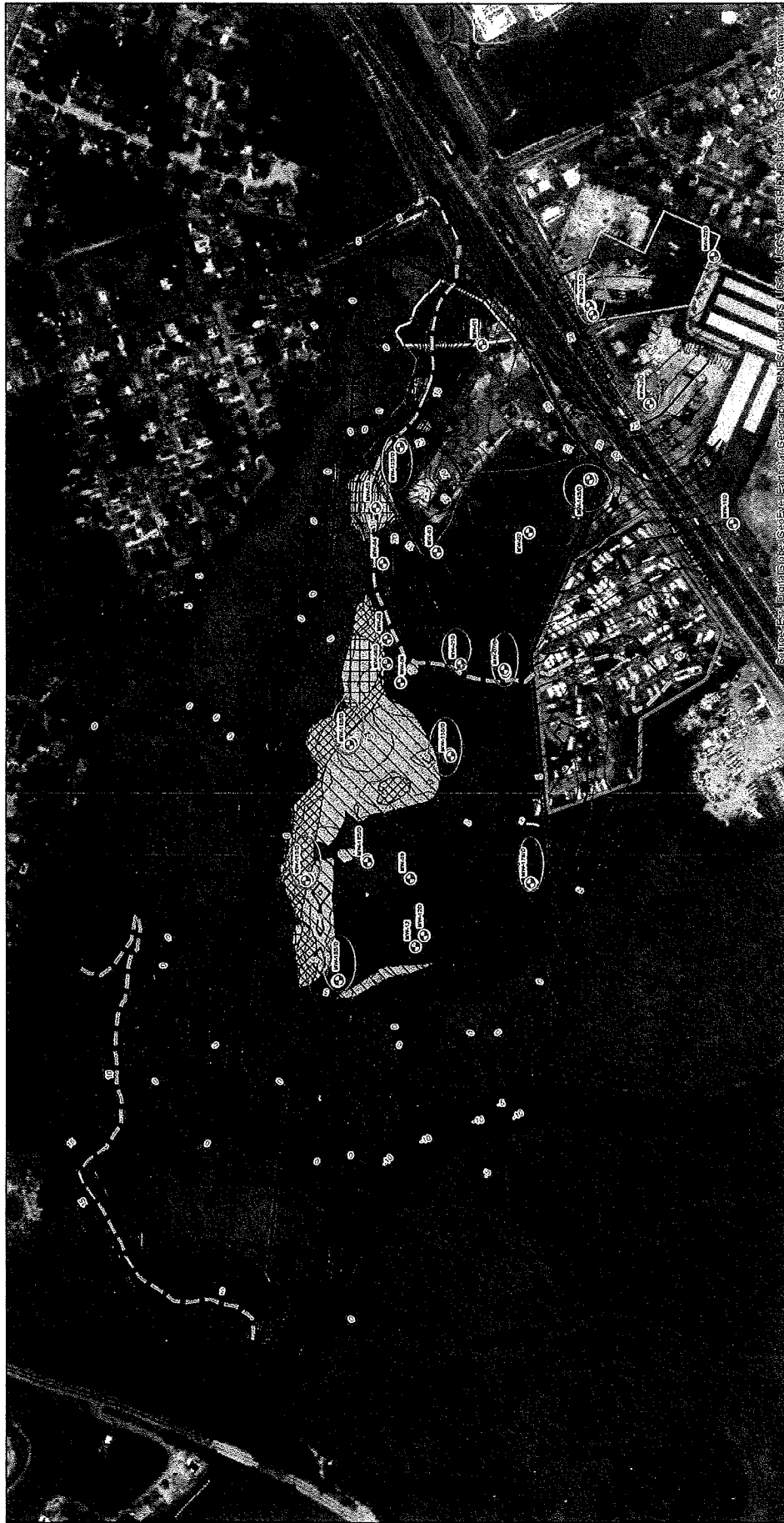
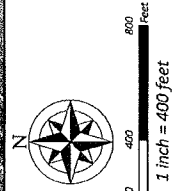


Figure 1-3
Site Topography and Drainage
 Matteo & Sons, Inc. Site
 Thorofare, NJ

**CDM
 Smith**



Delineated Waste Disposal Areas
 Battery Casings and Waste
 Battery Casings
 Municipal Waste
 Monitoring Well

Topography and Bathymetry
 Topography (5 ft contours)
 Topography (1 ft contours)
 Mean Sea Level (msl)
 Bathymetry (1 ft contours)
 Bathymetry (5 ft contours)
 Extent of 100-Year Flood Event (3 feet amsl)

Matteo Property
Scrapyard Area
Open Field/Waste Disposal Area
Rental Home Area
Willow Woods Property
Mira Trucking Property

March 29, 2017 P. Goodrum (Integral)
letter to L. Granite (USEPA)



Integral Consulting Inc.
7030 E. Genesee Street
Suite 105
Fayetteville, NY 13066

telephone: 315.446.5090
www.integral-corp.com

March 29, 2017

Project No. CF1716-06

Lawrence Granite
USEPA Region 2
290 Broadway
Mail Code: 19TH FL
New York, NY 10007-1866
Letter sent via email to: Granite.larry@epa.gov

Subject: **PFASs Detected at Matteo & Sons Superfund Site in New Jersey**

Dear Mr. Granite:

This letter follows up on our recent conversations regarding measurements of perfluoroalkyl substances (PFASs) in a private well located at 1692 Crown Point Road in West Deptford (Thorofare), NJ, which is the location of the 80-acre Matteo & Sons, Inc. Superfund site (i.e., OU-1) for which you are providing regulatory oversight. As you are aware, this site operated as a landfill until 1984. Subsequent operations included a junkyard and metals recycling facility. These types of operations are known to potentially contribute releases of PFASs, including perfluorononanoic acid (PFNA), and other compounds to groundwater:

- **Landfills:** Numerous studies have demonstrated that landfill leachate can be an ongoing source of PFAS loadings to watersheds (OECD 2002; Kallenborn et al. 2004; Woldegiorgis et al. 2006; Clara et al. 2008; Busch et al. 2010; Eggen et al. 2010; Huset et al. 2011; Benskin et al. 2012; Li et al. 2012; Clark et al. 2015).
- **Chrome plating:** The use of products containing PFNA and other PFASs for chrome plating operations was one of the exemptions from the Significant New Use Rules (SNURs) enacted by USEPA. Therefore, discharges from facilities that use or recycle these materials can contribute PFASs to the environment. For example, the source of high concentrations of perfluorooctanesulfonic acid (PFOS) in a waste water treatment plant (WWTP) was traced back to a large chrome plating operation that used a surfactant product and discharged to the WWTP (Kelly and Solem, 2007).

The well at the Matteo & Sons property was sampled by Integral Consulting, Inc. (Integral) on behalf of Solvay Specialty Polymers USA, LLC (Solvay) as part of a broader investigation of PFAS compounds in private wells in West Deptford, NJ. The investigation was initiated in 2014 in consultation with USEPA Region 2 and NJDEP and all results have been shared with the agencies and home owners and/or occupants.

Results for all of the samples collected at 61 residences in 2014 and 2015 are summarized in Table 1 and sorted in descending order of concentrations of PFNA. Addresses are excluded from the table to preserve the privacy of participants, however, Figure 1 shows the locations of the full set of wells sampled and the tax parcel for the Matteo & Sons property. The following concentrations of perfluorooctanoic acid (PFOA), PFOS, and PFNA were detected in the sample collected from the well at the Matteo & Sons property:

- PFOA = 65 parts per trillion (ppt)
- PFOS = 34 ppt
- PFNA = 650 ppt

These concentrations are among the highest measured in private wells in the area. In addition, the sum of PFOA and PFOS (i.e., 99 ppt) exceeds the current USEPA Health Advisory for drinking water of PFOA + PFOS of 70 ppt.

The historic operations at the Matteo & Sons property, the evidence of soil-to-groundwater leaching of numerous other contaminants, and the recent detections of disproportionately elevated concentrations of PFAS are all pointing to this property being a likely source of PFAS in groundwater in West Deptford. Further sampling and source investigation for PFAS at this property would be appropriate.

The following individuals have participated in planning meetings for the PFAS investigation and have received copies of all data reports:

- Nidal Azzam, azzam.nidal@epa.gov, phone: 212-637-3748
- Andrew Park, park.andrew@epa.gov, phone: 212-637-4184
- Erica Bergman, erica.bergman@dep.state.nj.us, phone: 609-292-7406; NJDEP case manager for Solvay PFAS investigation
- Tom Buggey, tbuggey@rouxinc.com; phone: 856-832-3742; LSRP for Solvay PFAS investigation

As we discussed, a copy of this letter will also be sent by email to the following:

- Fred Mumford, fred.mumford@dep.state.nj.us; NJDEP contact for RI activities at Matteo & Sons

Please let me know if I can answer any questions or provide any additional information regarding the sample results for the well at Matteo & Sons property. I can be reached via email at pgoodrum@integral-corp.com, and by phone at 315-396-6655.

Sincerely,



Philip Goodrum, Ph.D., DABT
Senior Consultant

cc:

Nidal Azzam, USEPA Region 2
Andrew Park, USEPA Region 2
Fred Mumford, NJDEP
Erica Bergman, NJDEP
Tom Buggiey, LSRP, Roux Associates
Mitch Gertz, Solvay Specialty Polymers USA, LLC

Enclosures:

References cited, Table 1, and Figure 1

REFERENCES

- Benskin, J.P., B. Li, M.G. Ikonomou, J.R. Grace, and L.Y. Li. 2012. Per- and polyfluoroalkyl substances in landfill leachate: Patterns, time trends, and sources. *Environ. Sci. Technol.* 46(21):11532-11540.
- Busch, J., L. Ahrens, R. Sturm, and R. Ebinghaus. 2010. Polyfluoroalkyl compounds in landfill leachates. *Environ. Pollut.* 158:1467-1471.
- Clara, M., S. Scharf, S. Weiss, O. Gans, and C. Scheffknecht. 2008. Emissions of perfluorinated alkylated substances (PFAS) from point sources-identification of relevant branches. *Water Sci. Technol.* 58(1):59-66.
- Clark, B.O., T. Anumol, M. Barlaz, and S.A. Snyder. 2015. Investigating landfill leachate as a source of trace organic pollutants. *Chemosphere.* 127:269-275.
- Eggen, T., M. Moeder, and A. Arukwe. 2010. Municipal landfill leachates: A significant source for new and emerging pollutants. *Sci. Tot. Environ.* 408(21):5147-5157.
- Huset, C.A., M.A. Barlaz, D.F. Barofsky, and J.A. Field. 2011. Quantitative determination of fluorochemicals in municipal landfill leachates. *Chemosphere.* 82(10):1380-1386.
- Kallenborn, R., U. Berger, and U. Järnberg. 2004. Perfluorinated alkylated substances (PFAS) in the Nordic environment. TemaNord 2004:552. Nordic Council of Ministers, Copenhagen, Denmark. 112 pp.
- Kelly, J. and L. Solem. 2007. Identification of a Major Source of Perfluorooctane Sulfonate (PFOS) at a Wastewater Treatment Plant in Brainerd, Minnesota. Minnesota Department of Health.
- Li, B., M.N. Dannon-Schaffer, L.Y. Li, M.G. Ikonomou, and J.R. Grace. 2012. Occurrence of PFCs and PBDEs in landfill leachates from across Canada. *Water Air Soil Pollut.* 223:3365-3372.
- OECD. 2002. Hazard assessment of perfluorooctane sulfonate (PFOS) and its salts. ENV/JM/RD(2002)17/FINAL. JT00135607. Organisation for Economic Co-operation and Development, Environment Directorate. 362 pp. November 21. Available at: www.oecd.org/dataoecd/23/18/2382880.pdf.
- Woldegiorgis, A., J. Anderson, M. Remberger, L. Kaj, Y. Ekheden, L. Blom, E. Brorström-Lundén, A. Borgen, C. Dye, and M. Schlabach. 2006. Results from the National Swedish Screening Programme 2005. Subreport 3: Perfluorinated alkylated substances (PFAS). IVL Report B1698. IVL Swedish Environmental Research Institute Ltd., Stockholm, Sweden. 48 pp. November 20.

Table 1. Perfluoroalkyl substance (PFAS) sampling of residential drinking water wells at n=61 residences in West Deptford Township, New Jersey during 2014-2015. Street addresses are removed to protect the privacy of owner/occupants, however, all data have been shared with owner/occupants as well as West Deptford Township, USEPA, and NJDEP.

Count	Easting (ft) ^a	Northing (ft) ^a	Sample Date	Distance to Matteo & Sons Site (meters) ^b	PFOA (ppt)	PFOS (ppt)	PFOA + PFOS (ppt) ^c	PFNA (ppt)
1	303235	365415	5/20/14	2,324	500	0.33 <i>J</i>	500	1,500
2	303749.284	373021.492	6/17/14	0 (on-site well)	65	34	99	650
3	303276	365233	5/20/14	2,379	490	0.22 <i>J</i>	490	640
4	303009	365161	5/20/14	2,407	190	ND <i>U</i>	190	230
5	299829	360790	7/17/14	3,915	20	5	25	190
6	299841	360938	6/5/14	3,871	16	4.4	20.4	140
7	299841	360938	6/5/14	3,871	16	4.4	20.4	140
8	299684	360734	6/5/14	3,945	16	2.6	18.6	120
9	294872	361230	5/20/14	4,498	13	1.6 <i>J</i>	14.6	100
10	300580.0187	379609.9765	6/3/14	2,227	22	7	29	79
11	297229	358439	6/4/14	4,869	7	0.55 <i>J</i>	7.6	56
12	297209	358653	6/4/14	4,812	8	0.43 <i>J</i>	8.4	52
13	295647	357810	6/6/14	5,253	6.6	1.5 <i>J</i>	8.1	39
14	285507	364282	5/21/14	6,164	6.8	4.1	10.9	34
15	306122.178	361691.115	7/9/14	3,529	5	ND <i>U</i>	<5.2	29
16	298485.5	358745.1	9/11/15	4,638	9.6	ND <i>U</i>	<9.8	28
17	298485.5	358745.1	9/11/15	4,638	9.6	ND <i>U</i>	<9.8	28
18	298594	358674	8/12/15	4,647	8.2	ND <i>U</i>	<8.4	28
19	298594	358674	8/12/15	4,647	8.2	ND <i>U</i>	<8.4	28
20	294512	360518	8/4/15	4,738	5.4	0.71 <i>J</i>	6.1	28
21	296469	358621	6/3/14	4,918	3.9	0.46 <i>J</i>	4.4	16
22	296376	358355	6/4/14	5,003	3	0.39 <i>J</i>	3.4	16
23	306187	360792	6/17/14	3,802	2.6	ND <i>U</i>	<2.8	16
24	295816	357914	6/4/14	5,201	3.5	0.88 <i>J</i>	4.4	14
25	300513	358465	6/5/14	4,545	2.9	ND <i>U</i>	<3.1	14
26	299666	365060	7/9/14	2,727	9.2	ND <i>U</i>	<9.4	13
27	295589.792	357714.94	12/5/14	5,287	3.6 <i>JB</i>	0.87 <i>J</i>	4.5	13
28	298224.9	355479.1	6/19/14	5,606	4.8	0.61 <i>J</i>	5.4	9
29	294764.656	360650.301	6/3/14	4,660	2.6	0.24 <i>J</i>	2.8	7.1
30	306190.275	361819.269	6/4/14	3,495	0.89 <i>J</i>	ND <i>U</i>	<1.09	3
31	302394.9	361592.8	5/21/14	3,508	2.6	2 <i>J</i>	4.6	1.2 <i>J</i>
32	296003	358024	6/11/14	5,145	3.1	1.6 <i>J</i>	4.7	1 <i>J</i>
33	294806	356939	5/20/14	5,609	0.72 <i>J</i>	ND <i>U</i>	<0.92	0.88 <i>J</i>
34	294790.158	356980.996	5/20/14	5,600	0.91 <i>J</i>	ND <i>U</i>	<1.11	0.75 <i>J</i>
35	298541.718	355327.188	5/20/14	5,622	1.7 <i>J</i>	0.29 <i>J</i>	2.0	0.69 <i>J</i>
36	294351	358160	5/20/14	5,359	0.63 <i>J</i>	ND <i>U</i>	<0.83	0.41 <i>J</i>
37	297702	356806	5/20/14	5,275	1.1 <i>J</i>	ND <i>U</i>	<1.3	ND <i>U</i>
38	298775	355204	5/20/14	5,639	1 <i>J</i>	ND <i>U</i>	<1.2	ND <i>U</i>
39	299827	354670	6/17/14	5,720	0.83 <i>J</i>	ND <i>U</i>	<1.03	ND <i>U</i>
40	296934.862	355773.861	6/26/14	5,653	0.74 <i>J</i>	ND <i>U</i>	<0.94	ND <i>U</i>
41	298207.35	355290.877	5/28/14	5,662	0.73 <i>J</i>	ND <i>U</i>	<0.93	ND <i>U</i>
42	297001	354234	6/10/14	6,085	0.66 <i>J</i>	ND <i>U</i>	<0.86	ND <i>U</i>
43	297987	354298	5/20/14	5,971	0.53 <i>J</i>	ND <i>U</i>	<0.73	ND <i>U</i>
44	294791	357329	6/3/14	5,507	0.52 <i>J</i>	ND <i>U</i>	<0.72	ND <i>U</i>
45	298427	354474	5/23/14	5,882	0.52 <i>J</i>	ND <i>U</i>	<0.72	ND <i>U</i>
46	294850	357125	5/23/14	5,553	0.5 <i>BR</i>	ND <i>U</i>	<0.7	ND <i>U</i>
47	298245	354229	5/20/14	5,969	0.5 <i>J</i>	ND <i>U</i>	<0.7	ND <i>U</i>
48	294779	357279	5/28/14	5,522	0.49 <i>BR</i>	ND <i>U</i>	<0.69	ND <i>U</i>

Table 1. Perfluoroalkyl substance (PFAS) sampling of residential drinking water wells at n=61 residences in West Deptford Township, New Jersey during 2014-2015. Street addresses are removed to protect the privacy of owner/occupants, however, all data have been shared with owner/occupants as well as West Deptford Township, USEPA, and NJDEP.

Count	Easting (ft) ^a	Northing (ft) ^a	Sample Date	Distance to Matteo & Sons Site (meters) ^b	PFOA (ppt)	PFOS (ppt)	PFOA + PFOS (ppt) ^c	PFNA (ppt)
49	294898	357024	5/21/14	5,572	0.48 <i>BR</i>	ND <i>U</i>	<0.68	ND <i>U</i>
50	293927	358501	5/20/14	5,343	0.46 <i>J</i>	ND <i>U</i>	<0.66	ND <i>U</i>
51	299901	352620	6/3/14	6,328	0.44 <i>J</i>	ND <i>U</i>	<0.64	ND <i>U</i>
52	293882	358683	5/20/14	5,305	0.4 <i>J</i>	ND <i>U</i>	<0.6	ND <i>U</i>
53	294828	356819	5/23/14	5,637	0.36 <i>BR</i>	ND <i>U</i>	<0.56	ND <i>U</i>
54	298642	354545	5/20/14	5,843	0.34 <i>J</i>	ND <i>U</i>	<0.54	ND <i>U</i>
55	297312	354212	6/10/14	6,060	0.28 <i>J</i>	ND <i>U</i>	<0.48	ND <i>U</i>
56	294822	357216	5/20/14	5,533	ND <i>U</i>	ND <i>U</i>	<0.4	ND <i>U</i>
57	294743	357121	6/10/14	5,570	ND <i>U</i>	ND <i>U</i>	<0.4	ND <i>U</i>
58	303820.345	353023.879	6/19/14	6,096	ND <i>U</i>	ND <i>U</i>	<0.4	ND <i>U</i>
59	294057	358397	6/3/14	5,347	ND <i>U</i>	ND <i>U</i>	<0.4	ND <i>U</i>
60	304243.839	362476.307	5/28/14	3,218	ND <i>U</i>	ND <i>U</i>	<0.4	ND <i>U</i>
61	303255.6693	362185.8934	5/28/14	3,307	ND <i>U</i>	ND <i>U</i>	<0.4	ND <i>U</i>

Notes:

PFAS = perfluoroalkyl substance
PFOA = perfluorooctanoic acid (C8)
PFOS = perfluorooctanesulfonic acid (C8)
PFNA = perfluorononanoic acid (C9)
ppt = parts per trillion, or nanograms per liter (ng/L)
NJDEP = New Jersey Department of Environmental Protection
USEPA = United States Environmental Protection Agency

BR = result is considered an estimate because the constituent was detected at nearly the same concentration in a field blank. As part of a comprehensive data quality protocol, NJDEP recommends using this notation to indicate that the concentration at this low level cannot be reported with confidence.

J = result was detected at or greater than the method detection limit and less than method reporting limit

ND = nondetect

U = result was not detected at the method detection limit (MDL); the value shown is the MDL

^a New Jersey State Plane coordinates.

highest concentration of PFNA (650 ppt).

^c USEPA's current Health Advisory of 70 ppt applies to PFOA and PFOS individually, and as a sum.

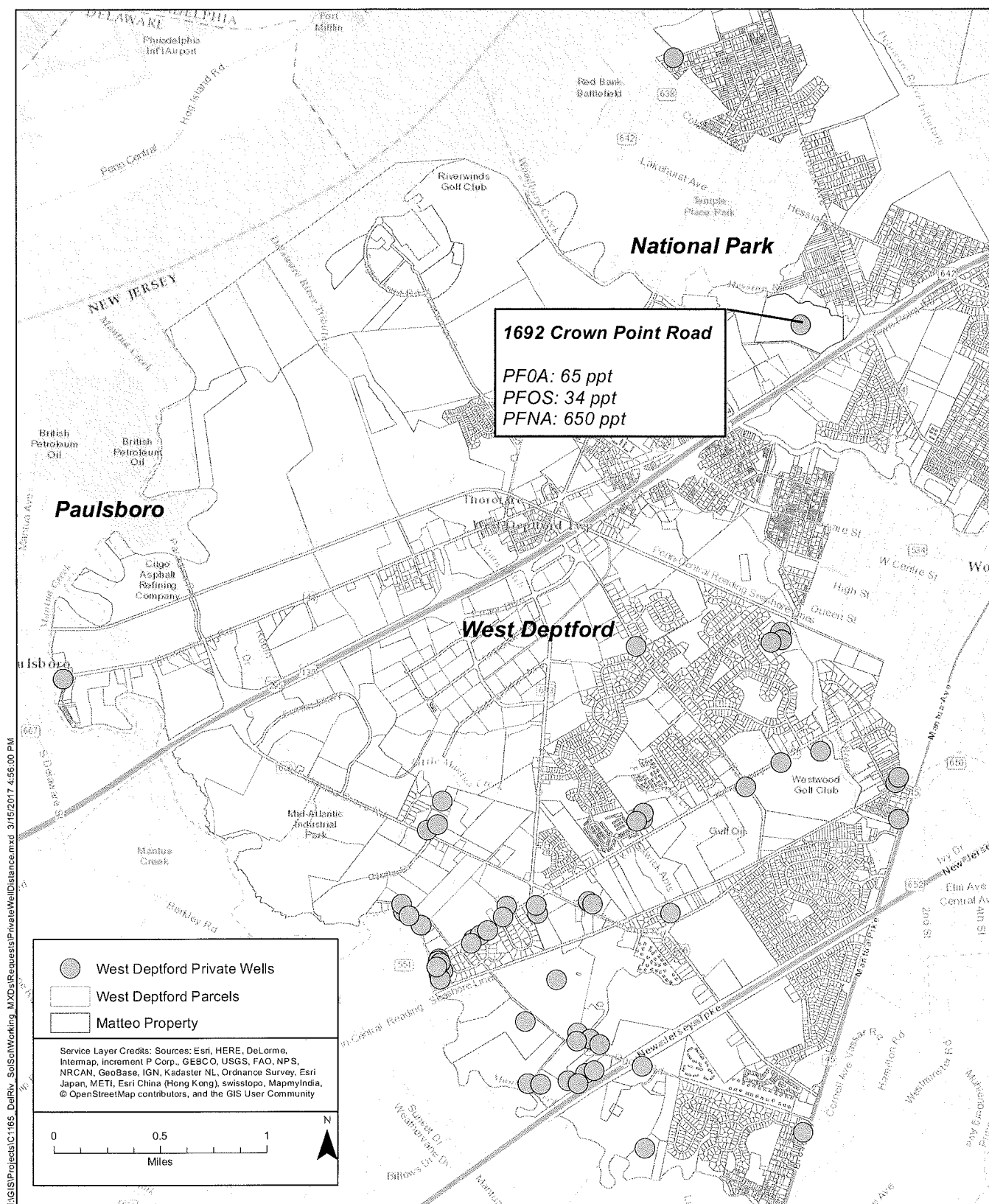


Figure 1. Private Wells in West Deptford, NJ (n=61) Sampled for Perfluoroalkyl Substance Concentrations in 2014-2015, Including Location of Matteo Site Property (1692 Crown Point Road)

October 25, 2019 E. Palko (Integral) email to
E. Bergman (NJDEP), cc to L. Granite (USEPA),
with two attachments

From: [Erin Palko](#)
To: ["Bergman, Erica"](#)
Cc: [Gertz, Mitchell \[SOLVAY\]](#); ["Thomas Buggy"](#); ["granite.larry@epa.gov"](#)
Subject: Matteo & Sons Sampling Results
Date: Friday, October 25, 2019 11:38:09 AM
Attachments: [Matteo Transmittal with Table 1.pdf](#)
[Figure 1 Matteo chemistry.pdf](#)

Erica, recently the property owners at the Matteo & Sons facility located on Crown Point Road in West Deptford agreed to let Solvay sample wells on their property. That sampling was conducted in September 2019. Attached is the transmittal to the property owner, including a summary of results. In addition, I am including a map showing the locations of wells sampled.

Following a discussion between Mitch and Steve, the results were called into the hotline by Tom and Case No. 19-10-21-16-10-14 was established.

Please let us know if you have any questions. Regards, Erin

Attachment One to 10/25/2019 E. Palko (Integral)
email to E. Bergman (NJDEP)
& L. Granite (USEPA)

Integral Consulting Inc.
923 Haddonfield Road
Suite 300
Cherry Hill, NJ 08002

telephone: 856.324.8248
www.integral-corp.com

LETTER OF TRANSMITTAL

Date: October 21, 2019

To: James Matteo & Sons, Inc.
1692 Crown Point Road
Thorofare, NJ 08096

From: Erin Palko, Senior Consultant, Integral Consulting Inc.

Re: Right of Access Agreement, Matteo Site, Crown Point Road, New Jersey

The following is enclosed: ☐ for your use ☒ for your files ☐ per your request

Quantity	Item
1	Attachment - Table 1. Results of Groundwater Sampling

Remarks:

Pursuant to the terms of the Right of Access Agreement, Integral Consulting Inc., on behalf of Solvay Specialty Polymers USA, LLC (Solvay), is providing the results of sampling activities conducted at the Property located at 1692 Crown Point Road, Thorofare, New Jersey. Included in this transmittal is a summary table of the results of sampling. The results of the sampling are also being submitted to the New Jersey Department of Environmental Protection (NJDEP) and the United States Environmental Protection Agency (USEPA). If you have any questions please contact Adam Cutler at Fox Rothschild LLP (contact information provided below).

Adam H. Cutler, Esquire
747 Constitution Drive, Suite 100
Post Office Box 673
Exton, PA 19341-0673
acutler@foxrothschild.com

Sent via:

☒ U.S. Mail

☒ Email

cc: Mr. Mitchell Gertz, Solvay Specialty Polymers USA, LLC
via email: mitchell.mertz@Solvay.com

Mr. Lawrence Granite, USEPA, Remedial Project Manager
via email: granite.larry@epa.gov

Ms. Erica Bergman, NJDEP
via email: ebergman@dep.nj.gov

Table 1. September 2019 Groundwater Sample Results

Analyte	Units	NUDEP GW Quality Criterion*	Sample Location:					
			MW07D-MATT		MW10D-MATT		MW13S-MATT	
			Identification:		Identification:		Identification:	
			Laboratory	Identification:	Laboratory	Identification:	Laboratory	Identification:
			JC95193-1	JC95193-2	JC95316-2	JC95316-3	JC95316-6	JC95316-4
Perfluoroalkyl Substances								
PERFLUOROBUTANE SULFONIC ACID	µg/L	NA	0.00364 J	0.00345 J	0.00366 J	0.0015 J	0.00277 J	0.083
PERFLUORODECANOIC ACID	µg/L	NA	0.00252 J	0.00244 J	0.00283 J	0.00093 J	0.00225 J	0.0052
PERFLUORODODECANOIC ACID	µg/L	NA	0.0015 U	0.0016 U	0.0069 U	0.0014 U	0.0014 U	0.014 U
PERFLUOROHEPTANOIC ACID	µg/L	NA	0.00585	0.00543	0.00691	0.00093 J	0.0161	0.275
PERFLUOROHEXANOIC ACID	µg/L	NA	0.00895	0.00813	0.0102	0.00204 J	0.0207	0.386
PERFLUOROHEXANE SULFONIC ACID	µg/L	NA	0.00382 J	0.00385 J	0.00363 J	0.00093 J	0.00721	0.197
PERFLUORONONANOIC ACID (PFNA)	µg/L	0.013	0.117	0.11	0.108	0.00583	0.686	0.0962
PERFLUOROOCTANOIC ACID (PFOA)	µg/L	0.01**	0.0139	0.0134	0.0216	0.00198 J	0.0784	1.49
PERFLUOROOCTANE SULFONATE (PFOS)	µg/L	0.01**	0.0758	0.0734	0.0355	0.00839	0.0251	0.814
PERFLUOROTETRADECANOIC ACID	µg/L	NA	0.001 U	0.01 U	0.0046 U	0.00093 U	0.00093 U	0.0093 U
PERFLUOROTRIDECANOIC ACID	µg/L	NA	0.001 U	0.01 U	0.0046 U	0.00093 U	0.00093 U	0.0093 U
PERFLUOROUNDECANOIC ACID	µg/L	NA	0.00459	0.00454	0.0273	0.0227	0.0046	0.00093 U
General Chemistry								
Alkalinity, Total as CaCO3	µg/L	NA	37,000	--	67,000	31,000	94,000	285,000
BROMIDE	µg/L	NA	500 U	--	500 U	500 U	500 U	500 U
CHLORIDE	µg/L	250,000	42,000	--	41,600	50,400	42,200	42,400
FLUORIDE (TOTAL)	µg/L	2	200 U	--	200 U	200 U	260	200 U
SULFATE	µg/L	250,000	28,000	--	27,000	26,000	2,000	98,000
CALCIUM	µg/L	NA	18,800	--	17,100	22,300	22,200	115,000
IRON	µg/L	300	32,800	--	18,300	1,120	2,670	8,780
MAGNESIUM	µg/L	NA	5,000 U	--	7020	5,450	8,100	16,300
MANGANESE	µg/L	50	206	--	296	115	186	41
POTASSIUM	µg/L	NA	10,000 U	--	10,000 U	10,000 U	10,000 U	29,500
SODIUM	µg/L	50,000	24,800	--	29,800	24,400	26,100	22,900

* Source: N.J.A.C. 7:9C Ground Water Quality Standards Appendix Table 1 (August 2018)

**Source: Table of Interim Specific Ground Water Quality Criteria (ISGWQC) Interim PQIs (IPQLs) and Interim Specific Ground Water Quality Standards (ISGWQS) for Constituents in Class I/II Ground Water (March 2019)

Notes:
Highlighted indicates value exceeds NUDEP GW Quality Criterion or ISGWQC.
NA = not available for this constituent

Data Qualifiers:

J = reported result is an estimate

U = compound was not detected; the value reported is the method detection limit

Table 1. September 2019 Groundwater Sample Results

Table 1: September 2013 Groundwater Sample Results										
Analyte	Units	NJDEP GW Quality Criterion*	Sample Location:		Sample Identification:					
			MW14D-MATT	MW15D-MATT	Laboratory Identification:					
					MW14D-MATT-091619	MW15D-MATT-091819	MW16S-MATT-091819	MW18D-MATT-091819	MW20D-MATT-091719	MW25D-MATT-091719
Perfluoroalkyl Substances										
PERFLUOROBUTANE SULFONIC ACID	µg/L	NA	0.00259 J	0.00296 J	0.00628	0.00352 J	0.00475	0.00293 J		
PERFLUORODECANOIC ACID	µg/L	NA	0.00141 J	0.00262 J	0.00202 J	0.00146 J	0.0028 J	0.00187 J		
PERFLUORODODECANOIC ACID	µg/L	NA	0.0014 U	0.0069 U	0.0014 U	0.0014 U	0.0014 U	0.0014 U		
PERFLUOROHEPTANOIC ACID	µg/L	NA	0.0139	0.00544	0.0069	0.0037	0.0072	0.00415		
PERFLUOROHEXANOIC ACID	µg/L	NA	0.00999	0.00889	0.00936	0.0071	0.00824	0.00615		
PERFLUOROHEXANE SULFONIC ACID	µg/L	NA	0.00937	0.00291 J	0.00996	0.00262 J	0.00595	0.00332 J		
PERFLUORONONANOIC ACID (PFNA)	µg/L	0.013	0.409	0.0944	0.234	0.0375	0.414	0.0969		
PERFLUOROOCTANOIC ACID (PFOA)	µg/L	0.01**	0.0588	0.00997	0.0366	0.0079	0.0326	0.0101		
PERFLUOROTETRADECANOIC ACID (PFOS)	µg/L	0.01**	0.0868	0.0559	0.447	0.0152	0.151	0.065		
PERFLUOROTRIDECANOIC ACID	µg/L	NA	0.00093 U	0.0046 U	0.00093 U	0.00093 U	0.00093 U	0.00093 U		
PERFLUOROTRIDECANOIC ACID	µg/L	NA	0.00093 U	0.0046 U	0.00093 U	0.00093 U	0.00093 U	0.00093 U		
PERFLUOROUNDECANOIC ACID	µg/L	NA	0.00093 U	0.00437	0.00093 U	0.0161	0.00454	0.00229 J		
General Chemistry										
Alkalinity, Total as CaCO3	µg/L	NA	50,000	39,000	329,000	59,000	98,500	71,000		
BROMIDE	µg/L	NA	500 U	500 U	500 U	500 U	500 U	500 U		
CHLORIDE	µg/L	250,000	34,300	38,300	31,100	52,700	39,900	35,000		
FLUORIDE (TOTAL)	µg/L	2	220	200 U	200 U	200 U	250	200 U		
SULFATE	µg/L	250,000	61,900	24,000	11,000	19,000	40,000	28,400		
CALCIUM	µg/L	NA	52,200	16,900	131,000	16,800	44,300	31,100		
IRON	µg/L	300	341	5,450	11,300	789	28,100	10,200		
MAGNESIUM	µg/L	NA	5,000 U	5,000 U	6,530	6,290	5,000 U	5,000 U		
MANGANESE	µg/L	50	15 U	28	706	29	267	100		
POTASSIUM	µg/L	NA	10,000 U	10,000 U	10,000 U	10,000 U	10,000 U	10,000 U		
SODIUM	µg/L	50,000	13,900	23,800	18,800	38,200	22,500	22,700		

* Source: N.J.A.C. 7:26C Ground Water Quality Standards Appendix Table 1 (August 2018)

**Source: Table of Interim Specific Ground Water Quality Criteria (ISGWQC), Interim PQLs (IPQLs), and Interim Specific Ground Water Quality Standards (ISGWQS) for Constituents in Class II-A Ground Water (March 2019)

Notes:

Highlighted indicates value exceeds NJDEP GW Quality Criterion or ISGWQC.

NA = not available for this constituent

Data Qualifiers:

J = reported result is an estimate

U = compound was not detected; the value reported is the method detection limit

Attachment Two to 10/25/2019 E. Palko (Integral)
email to E. Bergman (NJDEP)
& L. Granite (USEPA)

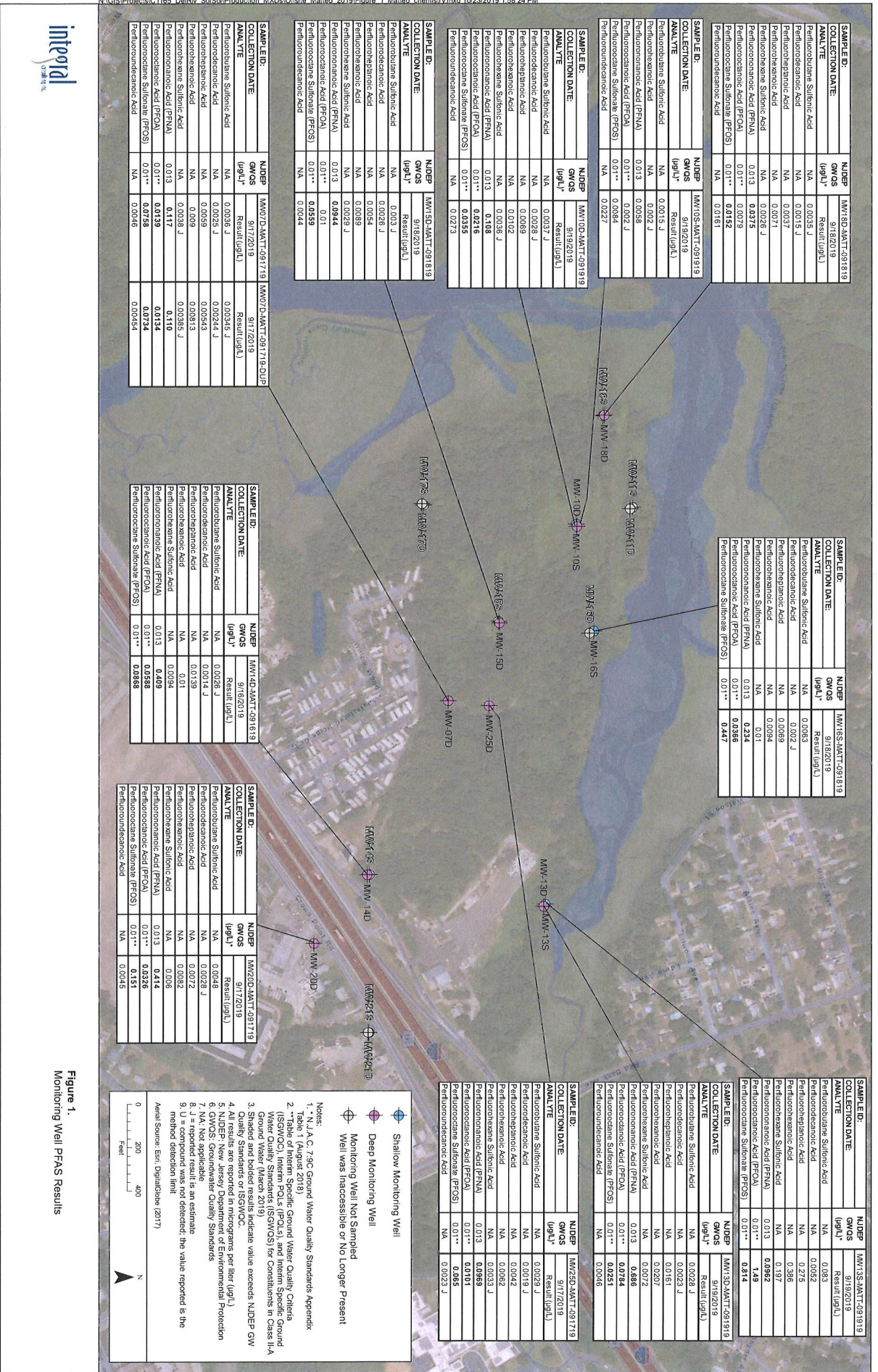


Figure 1.
Monitoring Well PFAS Results